



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept. SHR	A	Contract Number	
County Department SHERIFF			Dept. SHR	Orgn. SHR	Contractor's License No.		
County Department Contract Representative ROD HOOPS			Telephone (909) 387-0640		Total Contract Amount		
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date	Contract End Date		Original Amount	Amendment Amount	
Fund AAA	Dept. SHR	Organization SHR	Appr.	Obj/Rev Source 9800	GRC/PROJ/JOB No. POLYGR	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Polygraph Services			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount I/D
Contract Type 2b							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

City of Murrieta

hereinafter called **CONTRACTOR**

Address Murrieta Police Department
24701 Jefferson Avenue

Murrieta, CA 92562-7264

Telephone (909) 304-2677 Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, CONTRACTOR desires to contract for polygraph services; **AND**

WHEREAS, COUNTY can provide said service through the Sheriff's Department (hereinafter referred to as "SHERIFF");

NOW, THEREFORE, the parties hereto agree as follows,

I. RELATIONSHIP OF PARTIES.

A. SHERIFF shall administer the following:

1. Pre-employment polygraph examinations for CONTRACTOR's employment applicants, as requested by CONTRACTOR.
2. Polygraph examinations required in criminal law and justice agency cases.

3. Polygraph examinations of individuals involved in internal affairs investigations.
- B. SHERIFF will supply to CONTRACTOR pre-polygraph questionnaires to be completed by each subject prior to the polygraph examination.
- C. Upon receipt, by Sheriff, of completed questionnaire, each subject will be scheduled for a pre-examination interview and polygraph examination. If during the examination any deception is noted, the examiner will conduct a post-examination interview in an attempt to obtain admissions by subject.
- D. Upon completion of the polygraph examination, a written report will be submitted to CONTRACTOR by SHERIFF, within five (5) working days.
- E. The policy guidelines established by SHERIFF and used to determine which subjects may or may not be tested as well as other pertinent policy information, are incorporated herein by reference. All examinations and related services shall be conducted in accordance with said SHERIFF's policy. A copy of said guidelines shall be furnished to CONTRACTOR and CONTRACTOR shall acknowledge receipt of said policy guidelines prior to the commencement of services hereunder. Additionally, a copy of said guidelines shall be maintained by SHERIFF for review by any interested third party.
- F. If audio/video records are required, CONTRACTOR shall provide to SHERIFF all audio and/or videocassette tapes required for examination purposes.
- G. The Sheriff of San Bernardino County, or his duly authorized designee, shall control the assignment of polygraph examiners under this contract, at his sole discretion. In all instances, a fully qualified and licensed polygraphist shall be assigned.
- H. Normal duty hours of polygraph examiners for purposes of this contract shall be Monday through Friday from 8:00 a.m. until 6:00 p.m.

II. COMPENSATION.

In consideration for services performed by SHERIFF, CONTRACTOR agrees to pay a sum of money as detailed in the "Schedule A" attached hereto and incorporated herein by reference. CONTRACTOR will be billed monthly for all examinations administered during the month.

III. TERM AND TERMINATION.

The term of this contract shall be for a period of three years commencing upon its execution by the San Bernardino County Board of Supervisors. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by CONTRACTOR or by SHERIFF, upon written notice given to the other at least thirty (30) days prior to the date specified for such termination. Any such termination date shall coincide with the end of the calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date specified for such termination. Neither party shall incur any other liability to the other by reason of such termination.

IV. NOTICES.

Any and all notices required to be given hereunder, shall be given in writing by registered or certified mail, postage prepaid. The addresses of the parties hereto, until further notice, are as follows:

CONTRACTOR: City of Murrieta
Murrieta Police Department
24701 Jefferson Avenue
Murrieta, CA 92562-7264

COUNTY: San Bernardino County Sheriff's Department
Bureau of Administration
P.O. Box 569
San Bernardino, CA 92402-0569

V. INDEMNIFICATION.

- A. The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from CONTRACTOR's negligent acts, errors or omissions, including, but not limited to, acts, errors or omissions concerning referral for polygraph testing, obtaining any necessary consent for the procedures to be performed under this contract, and/or the use or dissemination of the polygraph, interview, or pre-polygraph questionnaire results, and for any costs or expenses incurred by COUNTY on account of any claim therefor, except where such indemnification is prohibited by law.
- B. The COUNTY agrees to indemnify and hold harmless the CONTRACTOR and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from COUNTY's negligent acts or omissions in administering the polygraph tests, interviews, and pre-polygraph questionnaires and for any costs or expenses incurred by CONTRACTOR on account of any claim therefor. Notwithstanding the above indemnity, in no event will the COUNTY be in any way responsible or liable for the acts, errors, or omissions of the persons referred for polygraph testing, nor will COUNTY be in any way responsible or liable for CONTRACTOR's use or dissemination of any data or reports provided to the CONTRACTOR regarding the polygraph testing and/or interviewing or failure to obtain any required consent to the polygraph testing or use or dissemination of test, interview, or questionnaire results.

VI. INSURANCE.

Without in any way affecting the indemnity herein provided and in addition hereto, the CONTRACTOR shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- A. Workers' Compensation. A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CONTRACTOR and all risks to such persons under this agreement.

If CONTRACTOR has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance. If the County’s Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- B. Comprehensive General Liability Insurance. This coverage to include contractual coverage. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- C. Errors and Omissions Liability Insurance. Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
- D. Professional Liability. Professional liability with limits of at least \$1,000,000 per claim or occurrence.
- E. Additional Named Insured. All policies, except for Worker’s Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the COUNTY and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- F. Waiver of Subrogation Rights. CONTRACTOR shall require the carriers of the above-required coverages to waive all rights and subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors.
- G. Policies Primary and Non-Contributory. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
- H. Proof of Coverage. CONTRACTOR shall immediately furnish certificates of insurance to the Sheriff’s Department evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of the agreement, the CONTRACTOR shall furnish certified copies of the policies and all endorsements.
- I. Insurance Review. The above insurance requirements are subject to periodic review by the COUNTY. The County’s Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or

available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

- J. The CONTRACTOR may accomplish the insurance requirements herein through a State approved self-insurance program.

VII. EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY.

The Sheriff of San Bernardino County shall have the authority to exercise the COUNTY's rights under this contract including the right to give notice of termination at his sole discretion.

VIII. FULL UNDERSTANDING.

This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, and this contract supersedes all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division. Any amendment to this contract shall be in writing signed by both parties.

IX. CONCLUSION.

This contract consisting of six (6) pages and Schedule A is the full and complete document describing the services to be rendered by COUNTY to CONTRACTOR, including all covenants, conditions and benefits.

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COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

City of Murrieta
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Murrieta Police Department
Address 24701 Jefferson Avenue

Murrieta, CA 92562-7264

Approved as to Legal Form

► _____
County Counsel, by Kevin L. Norris, Deputy

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SCHEDULE 'A'

POLYGRAPH EXAMINATION RATES

I. FEE FOR SERVICES:

A.	Pre-employment Polygraphs.	\$100.00
B.	Criminal Case Polygraphs.	\$175.00
C.	Internal Affairs Investigation Polygraphs.	\$175.00
D.	Polygraphs performed after normal duty hours and on scheduled holidays (includes necessary overtime).	\$250.00

II. OTHER COSTS:

A.	"No shows" on after-hour polygraphs.	\$75.00
B.	Overtime - Billed at the current rates for the employee performing the test.	Actual Cost
C.	Meals and Lodging - as incurred (if necessary).	Actual Cost
D.	Mileage - The IRS allowable rate or thirty-two cents (\$0.32) per mile, whichever is greater.	